

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS-----X
RANDY ACOSTA, EZEQUIEL ACOSTA,
FABIAN ALMONTE and JULIO CERON-RUIZ,

Index No.: _____/19

Dated Filed: _____/19

Plaintiffs,

SUMMONS

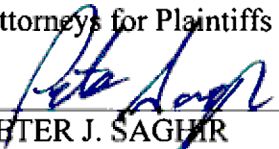
-against-

Plaintiffs designates Kings
County as the place of trial.THE ROMAN CATHOLIC DIOCESE OF BROOKLYN,
ST. LUCY'S - ST. PATRICK'S CHURCH,
ST. PATRICKS ROMAN CATHOLIC CHURCH, BROOKLYN,
FRANK SHANNON, STEPHEN P. LYNCH,
DOROTHY BENNETT MERCY CENTER, INC. and
ANGELO SERRANO,Basis of venue: CPLR 503(a)
County in which a substantial
part of the events or
omissions giving rise
to the claim occurred.

Defendants.

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TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the plaintiffs' attorneys within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
November 26, 2019Yours etc.,
GAIR, GAIR, CONASON, RUBINOWITZ, BLOOM,
HERSHENHORN, STEIGMAN & MACKAUF
Attorneys for Plaintiffs

PETER J. SAGAR
80 Pine Street 34th Floor
New York, New York 10005
(212) 943-1090

TO: See Attached Service Rider

SERVICE RIDER

THE ROMAN CATHOLIC DIOCESE OF BROOKLYN
310 Prospect Park West
Brooklyn, New York 11215

ST. LUCY'S - ST. PATRICK'S CHURCH
285 Willoughby Avenue
Brooklyn, New York 11205

ST. PATRICKS ROMAN CATHOLIC CHURCH, BROOKLYN
285 Willoughby Avenue
Brooklyn, New York 11205

FRANK SHANNON
St. Mary Star of the Sea
1920 New Haven Avenue
Far Rockaway, NY 11691

STEPHEN P. LYNCH
352 42nd Street
Brooklyn, NY 11232

ANGELO SERRANO
DIN: 11A1931
c/o Fishkill Correctional Facility
18 Strack Drive
Beacon, New York 12508-0307

DOROTHY BENNETT MERCY CENTER, INC.
273 Willoughby Avenue
Brooklyn, New York 11205

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

-----X
RANDY ACOSTA, EZEQUIEL ACOSTA,
FABIAN ALMONTE and JULIO CERON-RUIZ,

Index No.: _____/19

Plaintiff,

VERIFIED COMPLAINT

-against-

THE ROMAN CATHOLIC DIOCESE OF BROOKLYN,
ST. LUCY'S - ST. PATRICK'S CHURCH,
ST. PATRICKS ROMAN CATHOLIC CHURCH, BROOKLYN,
FRANK SHANNON, STEPHEN P. LYNCH,
DOROTHY BENNETT MERCY CENTER, INC. and
ANGELO SERRANO,

Defendants.

-----X

Plaintiffs, complaining of the defendants, by and through their attorneys, GAIR,
GAIR, CONASON, RUBINOWITZ, BLOOM, HERSHENHORN, STEIGMAN & MACKAUF,
respectfully show to this Court and alleges as follows:

AS AND FOR A FIRST CAUSE OF ACTION

1. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, was and still is a not for profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York.

2. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, owned a church known as St. Lucy's-St. Patrick's Church located at 285 Willoughby Avenue, Brooklyn, New York 11205.

3. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, its agents, servants and employees

managed, maintained, operated and controlled the aforesaid church known as St. Lucy's-St. Patrick's Church located at 285 Willoughby Avenue, Brooklyn, New York 11205.

4. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, held itself out to the public as the owner of St. Lucy's-St. Patrick's Church located at 285 Willoughby Avenue, Brooklyn, New York 11205.

5. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, held itself and its agents, servants and employees out to the public as those who managed, maintained, operated and controlled St. Lucy's-St. Patrick's Church located at 285 Willoughby Avenue, Brooklyn, New York 11205.

6. Upon information and belief, that at all times herein mentioned, defendant, ST. LUCY'S - ST. PATRICK'S CHURCH, was and still is a not for profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York.

7. Upon information and belief, that at all times herein mentioned, defendant, ST. LUCY'S - ST. PATRICK'S CHURCH, owned a church located at 285 Willoughby Avenue, Brooklyn, New York 11205.

8. Upon information and belief, that at all times herein mentioned, defendant, ST. LUCY'S - ST. PATRICK'S CHURCH, its agents, servants and employees managed, maintained, operated and controlled the aforesaid church located at 285 Willoughby Avenue, Brooklyn, New York 11205.

9. Upon information and belief, that at all times herein mentioned, defendant, ST. LUCY'S - ST. PATRICK'S CHURCH, held itself out to the public as the owner of St. Lucy's-St. Patrick's Church located at 285 Willoughby Avenue, Brooklyn, New York 11205.

10. Upon information and belief, that at all times herein mentioned, defendant, ST.

LUCY'S - ST. PATRICK'S CHURCH, held itself and its agents, servants and employees out to the public as those who managed, maintained, operated and controlled St. Lucy's-St. Patrick's Church located at 285 Willoughby Avenue, Brooklyn, New York 11205.

11. Upon information and belief, that at all times herein mentioned, defendant, ST. PATRICKS ROMAN CATHOLIC CHURCH, BROOKLYN, was and still is a not for profit corporation duly organized and existing under and by virtue of the laws of the State of New York.

12. Upon information and belief, that at all times herein mentioned, defendant, ST. PATRICKS ROMAN CATHOLIC CHURCH, BROOKLYN, owned a church known as St. Lucy's-St. Patrick's Church located at 285 Willoughby Avenue, Brooklyn, New York 11205.

13. Upon information and belief, that at all times herein mentioned, defendant, ST. PATRICKS ROMAN CATHOLIC CHURCH, BROOKLYN, its agents, servants and employees managed, maintained, operated and controlled the aforesaid church known as St. Lucy's-St. Patrick's Church located at 285 Willoughby Avenue, Brooklyn, New York 11205.

14. Upon information and belief, that at all times herein mentioned, defendant, ST. PATRICKS ROMAN CATHOLIC CHURCH, BROOKLYN, held itself out to the public as the owner of St. Lucy's-St. Patrick's Church located at 285 Willoughby Avenue, Brooklyn, New York 11205.

15. Upon information and belief, that at all times herein mentioned, defendant, ST. PATRICKS ROMAN CATHOLIC CHURCH, BROOKLYN, held itself and its agents, servants and employees out to the public as those who managed, maintained, operated and controlled St. Lucy's-St. Patrick's Church located at 285 Willoughby Avenue, Brooklyn, New York 11205.

16. Upon information and belief, that at all times herein mentioned, defendant,

DOROTHY BENNETT MERCY CENTER, INC., was and still is a domestic corporation duly organized and existing under and by virtue of the State of New York.

17. Upon information and belief, that at all times herein mentioned, defendant, DOROTHY BENNETT MERCY CENTER, INC., owned a community center located at 273 Willoughby Avenue, Brooklyn, New York 11205 that provided, among other things, after school programs for children.

18. Upon information and belief, that at all times herein mentioned, defendant, DOROTHY BENNETT MERCY CENTER, INC., its agent, servants and employees managed, maintained, operated and controlled the aforesaid community center located at 273 Willoughby Avenue, Brooklyn, New York 11205.

19. Upon information and belief, that at all times herein mentioned, defendant, FRANK SHANNON, was a priest.

20. Upon information and belief, that at all times herein mentioned, defendant, FRANK SHANNON, was a priest in The Roman Catholic Diocese of Brooklyn.

21. Upon information and belief, that at all times herein mentioned, defendant, FRANK SHANNON, was a priest at St. Lucy's-St. Patrick's Church located at 285 Willoughby Avenue, Brooklyn, New York 11205.

22. Upon information and belief, that at all times herein mentioned, defendant, FRANK SHANNON, was responsible for recruiting, supervising and training volunteers while he was a priest at St. Lucy's-St. Patrick's Church.

23. Upon information and belief, that at all times herein mentioned, defendant, FRANK SHANNON, was on the staff of defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN.

24. Upon information and belief, that at all times herein mentioned, defendant, FRANK SHANNON, was acting as an agent of defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN.

25. Upon information and belief, that at all times herein mentioned, defendant, FRANK SHANNON, was an employee of defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN.

26. Upon information and belief, that at all times herein mentioned, defendant, FRANK SHANNON, was acting in the course and scope of his employment with defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN.

27. Upon information and belief, some time prior to and at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, hired defendant, FRANK SHANNON.

28. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, retained defendant, FRANK SHANNON.

29. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, supervised defendant, FRANK SHANNON.

30. Upon information and belief, that at all times herein mentioned, defendant, FRANK SHANNON, was on the staff of defendant, ST. LUCY'S - ST. PATRICK'S CHURCH.

31. Upon information and belief, that at all times herein mentioned, defendant, FRANK SHANNON, was acting as an agent of defendant, ST. LUCY'S - ST. PATRICK'S CHURCH.

32. Upon information and belief, that at all times herein mentioned, defendant,

FRANK SHANNON, was an employee of defendant, ST. LUCY'S - ST. PATRICK'S CHURCH.

33. Upon information and belief, that at all times herein mentioned, defendant, FRANK SHANNON, was acting in the course and scope of his employment with defendant, ST. LUCY'S - ST. PATRICK'S CHURCH.

34. Upon information and belief, some time prior to and at all times herein mentioned, defendant, ST. LUCY'S - ST. PATRICK'S CHURCH, hired defendant, FRANK SHANNON.

35. Upon information and belief, that at all times herein mentioned, defendant, ST. LUCY'S - ST. PATRICK'S CHURCH, retained defendant, FRANK SHANNON.

36. Upon information and belief, that at all times herein mentioned, defendant, ST. LUCY'S - ST. PATRICK'S CHURCH, supervised defendant, FRANK SHANNON.

37. Upon information and belief, that at all times herein mentioned, defendant, FRANK SHANNON, was on the staff of defendant, ST. PATRICKS ROMAN CATHOLIC CHURCH, BROOKLYN.

38. Upon information and belief, that at all times herein mentioned, defendant, FRANK SHANNON, was acting as an agent of defendant, ST. PATRICKS ROMAN CATHOLIC CHURCH, BROOKLYN.

39. Upon information and belief, that at all times herein mentioned, defendant, FRANK SHANNON, was an employee of defendant, ST. PATRICKS ROMAN CATHOLIC CHURCH, BROOKLYN.

40. Upon information and belief, that at all times herein mentioned, defendant, FRANK SHANNON, was acting in the course and scope of his employment with defendant, ST.

PATRICKS ROMAN CATHOLIC CHURCH, BROOKLYN.

41. Upon information and belief, some time prior to and at all times herein mentioned, defendant, ST. PATRICKS ROMAN CATHOLIC CHURCH, BROOKLYN, hired defendant, FRANK SHANNON.

42. Upon information and belief, that at all times herein mentioned, defendant, ST. PATRICKS ROMAN CATHOLIC CHURCH, BROOKLYN, retained defendant, FRANK SHANNON.

43. Upon information and belief, that at all times herein mentioned, defendant, ST. PATRICKS ROMAN CATHOLIC CHURCH, BROOKLYN, supervised defendant, FRANK SHANNON.

44. Upon information and belief, that at all times herein mentioned, defendant, FRANK SHANNON, was on the staff of defendant, DOROTHY BENNETT MERCY CENTER, INC.

45. Upon information and belief, that at all times herein mentioned, defendant, FRANK SHANNON, was acting as an agent of defendant, DOROTHY BENNETT MERCY CENTER, INC.

46. Upon information and belief, that at all times herein mentioned, defendant, FRANK SHANNON, was on the board of directors for defendant, DOROTHY BENNETT MERCY CENTER, INC.

47. Upon information and belief, that at all times herein mentioned, defendant, FRANK SHANNON, was acting in his capacity as a board member for defendant, DOROTHY BENNETT MERCY CENTER, INC.

48. Upon information and belief, that at all times herein mentioned, defendant,

STEPHEN P. LYNCH, was a priest.

49. Upon information and belief, that at all times herein mentioned, defendant, STEPHEN P. LYNCH, was a priest in The Roman Catholic Diocese of Brooklyn.

50. Upon information and belief, that at all times herein mentioned, defendant, STEPHEN P. LYNCH, was a priest at St. Lucy's-St. Patrick's Church located at 285 Willoughby Avenue, Brooklyn, New York 11205.

51. Upon information and belief, that at all times herein mentioned, defendant, STEPHEN P. LYNCH, was responsible for recruiting, supervising and training volunteers while he was a priest at St. Lucy's-St. Patrick's Church.

52. Upon information and belief, that at all times herein mentioned, defendant, STEPHEN P. LYNCH, was on the staff of defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN.

53. Upon information and belief, that at all times herein mentioned, defendant, STEPHEN P. LYNCH, was acting as an agent of defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN.

54. Upon information and belief, that at all times herein mentioned, defendant, STEPHEN P. LYNCH, was an employee of defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN.

55. Upon information and belief, that at all times herein mentioned, defendant, STEPHEN P. LYNCH, was acting in the course and scope of his employment with defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN.

56. Upon information and belief, some time prior to and at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, hired

defendant, STEPHEN P. LYNCH.

57. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, retained defendant, STEPHEN P. LYNCH.

58. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, supervised defendant, STEPHEN P. LYNCH.

59. Upon information and belief, that at all times herein mentioned, defendant, STEPHEN P. LYNCH, was on the staff of defendant, ST. LUCY'S - ST. PATRICK'S CHURCH.

60. Upon information and belief, that at all times herein mentioned, defendant, STEPHEN P. LYNCH, was acting as an agent of defendant, ST. LUCY'S - ST. PATRICK'S CHURCH.

61. Upon information and belief, that at all times herein mentioned, defendant, STEPHEN P. LYNCH, was an employee of defendant, ST. LUCY'S - ST. PATRICK'S CHURCH.

62. Upon information and belief, that at all times herein mentioned, defendant, STEPHEN P. LYNCH, was acting in the course and scope of his employment with defendant, ST. LUCY'S - ST. PATRICK'S CHURCH.

63. Upon information and belief, some time prior to and at all times herein mentioned, defendant, ST. LUCY'S - ST. PATRICK'S CHURCH, hired defendant, STEPHEN P. LYNCH.

64. Upon information and belief, that at all times herein mentioned, defendant, ST. LUCY'S - ST. PATRICK'S CHURCH, retained defendant, STEPHEN P. LYNCH.

65. Upon information and belief, that at all times herein mentioned, defendant, ST. LUCY'S - ST. PATRICK'S CHURCH, supervised defendant, STEPHEN P. LYNCH.

66. Upon information and belief, that at all times herein mentioned, defendant, STEPHEN P. LYNCH, was on the staff of defendant, ST. PATRICKS ROMAN CATHOLIC CHURCH, BROOKLYN.

67. Upon information and belief, that at all times herein mentioned, defendant, STEPHEN P. LYNCH, was acting as an agent of defendant, ST. PATRICKS ROMAN CATHOLIC CHURCH, BROOKLYN.

68. Upon information and belief, that at all times herein mentioned, defendant, STEPHEN P. LYNCH, was an employee of defendant, ST. PATRICKS ROMAN CATHOLIC CHURCH, BROOKLYN.

69. Upon information and belief, that at all times herein mentioned, defendant, STEPHEN P. LYNCH, was acting in the course and scope of his employment with defendant, ST. PATRICKS ROMAN CATHOLIC CHURCH, BROOKLYN.

70. Upon information and belief, some time prior to and at all times herein mentioned, defendant, ST. PATRICKS ROMAN CATHOLIC CHURCH, BROOKLYN, hired defendant, STEPHEN P. LYNCH.

71. Upon information and belief, that at all times herein mentioned, defendant, ST. PATRICKS ROMAN CATHOLIC CHURCH, BROOKLYN, retained defendant, STEPHEN P. LYNCH.

72. Upon information and belief, that at all times herein mentioned, defendant, ST. PATRICKS ROMAN CATHOLIC CHURCH, BROOKLYN, supervised defendant, STEPHEN P. LYNCH.

73. Upon information and belief, that at all times herein mentioned, defendant, STEPHEN P. LYNCH, was acting as an agent of defendant, DOROTHY BENNETT MERCY CENTER, INC.

74. Upon information and belief, that at all times herein mentioned, defendant, STEPHEN P. LYNCH, was on the board of directors for defendant, DOROTHY BENNETT MERCY CENTER, INC.

75. Upon information and belief, that at all times herein mentioned, defendant, STEPHEN P. LYNCH, was acting in his capacity as a board member for defendant, DOROTHY BENNETT MERCY CENTER, INC.

76. Upon information and belief, that at all times herein mentioned, defendant, ANGELO SERRANO, was on the staff of defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN.

77. Upon information and belief, that at all times herein mentioned, defendant, ANGELO SERRANO, was acting as an agent of defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN.

78. Upon information and belief, that at all times herein mentioned, defendant, ANGELO SERRANO, was an employee of defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN.

79. Upon information and belief, that at all times herein mentioned, defendant, ANGELO SERRANO, was acting in the course and scope of his employment with defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN.

80. Upon information and belief, some time prior to and at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, hired

defendant, ANGELO SERRANO.

81. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, retained defendant, ANGELO SERRANO.

82. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, supervised defendant, ANGELO SERRANO.

83. Upon information and belief, that at all times herein mentioned, defendant, ANGELO SERRANO, was the Director of Religious Education at St. Lucy's-St. Patrick's Church located at 285 Willoughby Avenue, Brooklyn, New York 11205.

84. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, held defendant ANGELO SERRANO, out to the public as the Director of Religious Education at St. Lucy's-St. Patrick's Church.

85. Upon information and belief, that at all times herein mentioned, defendant, ANGELO SERRANO, had an office on the premises of St. Lucy's-St. Patrick's Church located at 285 Willoughby Avenue, Brooklyn, New York 11205.

86. Upon information and belief, that at all times herein mentioned, defendant, ANGELO SERRANO, was on the staff of defendant, ST. LUCY'S - ST. PATRICK'S CHURCH.

87. Upon information and belief, that at all times herein mentioned, defendant, ANGELO SERRANO, was acting as an agent of defendant, ST. LUCY'S - ST. PATRICK'S CHURCH.

88. Upon information and belief, that at all times herein mentioned, defendant, ANGELO SERRANO, was an employee of defendant, ST. LUCY'S - ST. PATRICK'S

CHURCH.

89. Upon information and belief, that at all times herein mentioned, defendant, ANGELO SERRANO, was acting in the course and scope of his employment with defendant, ST. LUCY'S - ST. PATRICK'S CHURCH.

90. Upon information and belief, some time prior to and at all times herein mentioned, defendant, ST. LUCY'S - ST. PATRICK'S CHURCH, hired defendant, ANGELO SERRANO.

91. Upon information and belief, that at all times herein mentioned, defendant, ST. LUCY'S - ST. PATRICK'S CHURCH, retained defendant, ANGELO SERRANO.

92. Upon information and belief, that at all times herein mentioned, defendant, ST. LUCY'S - ST. PATRICK'S CHURCH, supervised defendant, ANGELO SERRANO.

93. Upon information and belief, that at all times herein mentioned, defendant, ST. LUCY'S - ST. PATRICK'S CHURCH, held defendant ANGELO SERRANO, out to the public as the Director of Religious Education at St. Lucy's-St. Patrick's Church.

94. Upon information and belief, that at all times herein mentioned, defendant, ANGELO SERRANO, was on the staff of defendant, ST. PATRICKS ROMAN CATHOLIC CHURCH, BROOKLYN.

95. Upon information and belief, that at all times herein mentioned, defendant, ANGELO SERRANO, was acting as an agent of defendant, ST. PATRICKS ROMAN CATHOLIC CHURCH, BROOKLYN.

96. Upon information and belief, that at all times herein mentioned, defendant, ANGELO SERRANO, was an employee of defendant, ST. PATRICKS ROMAN CATHOLIC CHURCH, BROOKLYN.

97. Upon information and belief, that at all times herein mentioned, defendant, ANGELO SERRANO, was acting in the course and scope of his employment with defendant, ST. PATRICKS ROMAN CATHOLIC CHURCH, BROOKLYN.

98. Upon information and belief, some time prior to and at all times herein mentioned, defendant, ST. PATRICKS ROMAN CATHOLIC CHURCH, BROOKLYN, hired defendant, ANGELO SERRANO.

99. Upon information and belief, that at all times herein mentioned, defendant, ST. PATRICKS ROMAN CATHOLIC CHURCH, BROOKLYN, retained defendant, ANGELO SERRANO.

100. Upon information and belief, that at all times herein mentioned, defendant, ST. PATRICKS ROMAN CATHOLIC CHURCH, BROOKLYN, supervised defendant, ANGELO SERRANO.

101. Upon information and belief, that at all times herein mentioned, defendant, ST. PATRICKS ROMAN CATHOLIC CHURCH, BROOKLYN, held defendant ANGELO SERRANO, out to the public as the Director of Religious Education at St. Lucy's-St. Patrick's Church.

102. Upon information and belief, that at all times herein mentioned, defendant, ANGELO SERRANO, was acting as an agent of defendant, DOROTHY BENNETT MERCY CENTER, INC.

103. Upon information and belief, that at all times herein mentioned, defendant, ANGELO SERRANO, was an employee of defendant, DOROTHY BENNETT MERCY CENTER, INC.

104. Upon information and belief, that at all times herein mentioned, defendant,

ANGELO SERRANO, was acting in the course and scope of his employment with defendant, DOROTHY BENNETT MERCY CENTER, INC.

105. Upon information and belief, some time prior to and at all times herein mentioned, defendant, DOROTHY BENNETT MERCY CENTER, INC., hired defendant, ANGELO SERRANO.

106. Upon information and belief, that at all times herein mentioned, defendant, DOROTHY BENNETT MERCY CENTER, INC., retained defendant, ANGELO SERRANO.

107. Upon information and belief, that at all times herein mentioned, defendant, DOROTHY BENNETT MERCY CENTER, INC., supervised defendant, ANGELO SERRANO.

108. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, was responsible for the staffing and hiring at St. Lucy's-St. Patrick's Church located at 285 Willoughby Avenue, Brooklyn, New York 11205.

109. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, did the hiring and staffing at St. Lucy's-St. Patrick's Church located at 285 Willoughby Avenue, Brooklyn, New York 11205.

110. Upon information and belief, that at all times herein mentioned, defendant, ST. LUCY'S - ST. PATRICK'S CHURCH, was responsible for the staffing and hiring at St. Lucy's-St. Patrick's Church located at 285 Willoughby Avenue, Brooklyn, New York 11205.

111. Upon information and belief, that at all times herein mentioned, defendant, ST. LUCY'S - ST. PATRICK'S CHURCH, did the hiring and staffing at St. Lucy's-St. Patrick's Church located at 285 Willoughby Avenue, Brooklyn, New York 11205.

112. Upon information and belief, that at all times herein mentioned, defendant, ST.

PATRICKS ROMAN CATHOLIC CHURCH, BROOKLYN, was responsible for the staffing and hiring at St. Lucy's-St. Patrick's Church located at 285 Willoughby Avenue, Brooklyn, New York 11205.

113. Upon information and belief, that at all times herein mentioned, defendant, ST. PATRICKS ROMAN CATHOLIC CHURCH, BROOKLYN, did the hiring and staffing at St. Lucy's-St. Patrick's Church located at 285 Willoughby Avenue, Brooklyn, New York 11205.

114. Upon information and belief, that at all times herein mentioned, defendant, FRANK SHANNON, was responsible for the staffing and hiring at St. Lucy's-St. Patrick's Church located at 285 Willoughby Avenue, Brooklyn, New York 11205.

115. Upon information and belief, that at all times herein mentioned, defendant, FRANK SHANNON, did the hiring and staffing at St. Lucy's-St. Patrick's Church located at 285 Willoughby Avenue, Brooklyn, New York 11205.

116. Upon information and belief, that at all times herein mentioned, defendant, STEPHEN P. LYNCH, was responsible for the staffing and hiring at St. Lucy's-St. Patrick's Church located at 285 Willoughby Avenue, Brooklyn, New York 11205.

117. Upon information and belief, that at all times herein mentioned, defendant, STEPHEN P. LYNCH, did the hiring and staffing at St. Lucy's-St. Patrick's Church located at 285 Willoughby Avenue, Brooklyn, New York 11205.

118. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, was responsible for the staffing and hiring at defendant DOROTHY BENNETT MERCY CENTER, INC., located at 273 Willoughby Avenue, Brooklyn, New York 11205.

119. Upon information and belief, that at all times herein mentioned, defendant,

ROMAN CATHOLIC DIOCESE OF BROOKLYN, did the hiring and staffing at defendant DOROTHY BENNETT MERCY CENTER, INC., located at 273 Willoughby Avenue, Brooklyn, New York 11205.

120. Upon information and belief, defendant, ROMAN CATHOLIC DIOCESE OF BROOKLYN, managed, operated, and controlled defendant DOROTHY BENNETT MERCY CENTER, INC., located at 273 Willoughby Avenue, Brooklyn, New York 11205.

121. Upon information and belief, that prior to the times mentioned herein, defendant, ANGELO SERRANO, had been convicted of crimes.

122. That at all times herein mentioned, defendants, their agents, servants and employees, knew or should have known that defendant, ANGELO SERRANO, had been convicted of crimes.

123. Upon information and belief, that prior to and at all times herein mentioned, defendant, ANGELO SERRANO, had complaints of sexual abuse made against him.

124. Upon information and belief, defendants, their agents, servants and employees knew or should have known of the aforesaid complaints against defendant, ANGELO SERRANO.

125. Upon information and belief, that prior to the times mentioned herein, defendant, ANGELO SERRANO, was a known sexual abuser of children.

126. That at all times herein mentioned, defendants, their agents, servants and employees, knew or should have known that defendant, ANGELO SERRANO, was a known sexual abuser of children.

127. Upon information and belief, defendants, their agents, servants and employees failed to investigate the aforesaid complaints against defendant, ANGELO SERRANO.

128. Upon information and belief, defendants, their agents, servants and employees failed to properly, adequately and thoroughly investigate the aforesaid complaints against defendant, ANGELO SERRANO.

129. Upon information and belief, defendants, their agents, servants and employees failed to report or refer the aforesaid complaints made against defendant, ANGELO SERRANO to the police or any other agency to be investigated.

130. Upon information and belief, defendants, their agents, servants and employees carelessly, negligently and recklessly dismissed the aforesaid complaints against defendant, ANGELO SERRANO.

131. Upon information and belief, the aforesaid complaints against defendant, ANGELO SERRANO, had merit.

132. That at all times herein mentioned, defendants, their agents, servants and employees, knew or should have known that the aforesaid complaints against defendant, ANGELO SERRANO, had merit.

133. That at all times herein mentioned, defendants, their agents, servants and employees, could reasonably have anticipated that defendant, ANGELO SERRANO's, criminal convictions and sexual abuse of children would be likely to result in injury to others.

134. That on March 4, 2011, defendant, ANGELO SERRANO, pled guilty to, among other things, courses of sexual conduct and sexual abuse against a minor.

135. Upon information and belief, that prior to and at all times herein mentioned, defendant, FRANK SHANNON, had complaints of sexual abuse made against him.

136. Upon information and belief, defendants, their agents, servants and employees knew or should have known of the aforesaid complaints against defendant, FRANK SHANNON.

137. Upon information and belief, defendants, their agents, servants and employees failed to investigate the aforesaid complaints against defendant, FRANK SHANNON.

138. Upon information and belief, defendants, their agents, servants and employees failed to properly, adequately and thoroughly investigate the aforesaid complaints against defendant, FRANK SHANNON.

139. Upon information and belief, defendants, their agents, servants and employees failed to report or refer the aforesaid complaints made against defendant, FRANK SHANNON to the police or any other agency to be investigated.

140. Upon information and belief, defendants, their agents, servants and employees carelessly, negligently and recklessly dismissed the aforesaid complaints against defendant, FRANK SHANNON.

141. Upon information and belief, the aforesaid complaints against defendant, FRANK SHANNON, had merit.

142. That at all times herein mentioned, defendants, their agents, servants and employees, knew or should have known that the aforesaid complaints against defendant, FRANK SHANNON, had merit.

143. That at all times herein mentioned, defendant, FRANK SHANNON, ignored and disregarded policies and procedures established by defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, and allowed youths and persons other than priests and seminarians to sleep in the rectory of St. Lucy's-St. Patrick's.

144. That at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, knew or should have known defendant, FRANK SHANNON, ignored and disregarded policies and procedures established by defendant, THE ROMAN

CATHOLIC DIOCESE OF BROOKLYN, in allowing youths and persons other than priests and seminarians to sleep in the rectory of St. Lucy's-St. Patrick's.

145. That at all times herein mentioned, defendant, FRANK SHANNON, was unqualified and unfit to supervise employees and volunteers at St. Lucy's-St. Patrick's.

146. That at all times herein mentioned, defendants, their agents, servants and employees, could reasonably have anticipated that defendant, FRANK SHANNON, was unqualified and unfit to perform his job and supervise employees and volunteers and that this would be likely result in injury to others.

147. Upon information and belief, that prior to and at all times herein mentioned, defendant, STEPHEN P. LYNCH, had complaints of sexual abuse made against him.

148. Upon information and belief, defendants, their agents, servants and employees knew or should have known of the aforesaid complaints against defendant, STEPHEN P. LYNCH.

149. Upon information and belief, defendants, their agents, servants and employees failed to investigate the aforesaid complaints against defendant, STEPHEN P. LYNCH.

150. Upon information and belief, defendants, their agents, servants and employees failed to properly, adequately and thoroughly investigate the aforesaid complaints against defendant, STEPHEN P. LYNCH.

151. Upon information and belief, defendants, their agents, servants and employees failed to report or refer the aforesaid complaints made against defendant, STEPHEN P. LYNCH, to the police or any other agency to be investigated.

152. Upon information and belief, defendants, their agents, servants and employees carelessly, negligently and recklessly dismissed the aforesaid complaints against defendant,

STEPHEN P. LYNCH.

153. Upon information and belief, the aforesaid complaints against defendant, STEPHEN P. LYNCH, had merit.

154. That at all times herein mentioned, defendants, their agents, servants and employees, knew or should have known that the aforesaid complaints against defendant, STEPHEN P. LYNCH, had merit.

155. That at all times herein mentioned, defendant, STEPHEN P. LYNCH, was unqualified and unfit to supervise employees and volunteers at St. Lucy's-St. Patrick's.

156. That at all times herein mentioned, defendants, their agents, servants and employees, could reasonably have anticipated that defendant, STEPHEN P. LYNCH, was unqualified and unfit to perform his job and supervise employees and volunteers and that this would be likely result in injury to others.

157. That at all times herein mentioned, plaintiff, RANDY ACOSTA, while still an infant, attended mass at St. Lucy's-St. Patrick's Church located at 285 Willoughby Avenue, Brooklyn, New York 11205.

158. That at some or all of the times herein mentioned, plaintiff, RANDY ACOSTA, while still an infant, attended after school programs at defendant, DOROTHY BENNETT MERCY CENTER, INC., located at 273 Willoughby Avenue, Brooklyn, New York 11205.

159. That at all times herein mentioned, defendant, ANGELO SERRANO, exploiting the trust and authority vested in him by defendants, began grooming plaintiff, RANDY ACOSTA, while plaintiff was still an infant, to gain the trust of and control over the infant as part of his plan to sexually molest and abuse him.

160. From approximately 2003 through 2006, defendant, ANGELO SERRANO,

sexually abused and molested plaintiff, RANDY ACOSTA, while plaintiff was still an infant.

161. Defendants, their agents, servants and employees knew or should have known that defendant, ANGELO SERRANO, was sexually abusing plaintiff, RANDY ACOSTA.

162. Upon information and belief, defendants, their agents, servants and employees knew or should have known that the sexual abuse by defendant, ANGELO SERRANO, of plaintiff, RANDY ACOSTA, while plaintiff was still an infant, was ongoing.

163. That the aforesaid occurrences were caused or contributed to by the negligence, carelessness and recklessness and the willful, wanton, and grossly negligent conduct of the defendants, their agents, servants and/or employees, in: selecting, hiring, contracting and retaining defendant, ANGELO SERRANO, to work with the plaintiff while plaintiff was still an infant and other children when it was known or should have been known to the defendants herein that defendant, ANGELO SERRANO, had a criminal record and a propensity to sexually abuse children and in fact had sexually abused children; selecting, hiring, contracting and retaining defendant, ANGELO SERRANO, when it was known or should have been known to the defendants herein that he did not possess the requisite skills or qualifications to work with children; failing to properly and adequately supervise the conduct of defendant, ANGELO SERRANO, as it related to the plaintiff while plaintiff was still an infant and other children when it was known or should have been known to the defendants herein that defendant, ANGELO SERRANO, had a criminal record and a propensity to sexually abuse children and in fact had sexually abused children; failing to warn or advise the plaintiff, who was still an infant, his parents and others of defendant, ANGELO SERRANO's, propensity to sexually abuse children and of the fact that he had sexually abused children whom he came in contact with by and through his roles at St. Lucy's -St. Patrick's Church and the Dorothy Bennett Mercy Center Inc.;

causing, permitting and allowing the sexual abuse to continue; failing to take any measures to stop the sexual abuse when it was known or should have been known to the defendants herein that the sexual abuse was continuing and ongoing; failing to establish adequate and effective professional training and educational programs and procedures for their employees calculated to prevent the sexual abuse of children; failing to implement any measures or take any steps to prevent defendant, ANGELO SERRANO, from sexually abusing the plaintiff while the plaintiff was still an infant when it was known or should have been known to the defendants herein that defendant, ANGELO SERRANO, had a criminal record and a propensity to sexually abuse children and in fact had sexually abused children; failing to make any inquiry into the background of defendant, ANGELO SERRANO, before selecting, hiring, contracting and retaining him; failing to make any inquiry into the background of defendant, ANGELO SERRANO, before selecting, hiring, contracting and retaining him when it was known or should have been known before he was hired that defendant, ANGELO SERRANO, had a propensity to sexually abuse children and had a criminal record; failing to use reasonable care to correct and remove defendant, ANGELO SERRANO, and continuing to retain him when it was known or should have been known to the defendants herein that defendant, ANGELO SERRANO, had a criminal record and a propensity to sexually abuse children and in fact had sexually abused children and was sexually abusing children and that continuing to retain him would be likely to result in injury to others, including the plaintiff while plaintiff was still an infant; causing, permitting and allowing the plaintiff to be sexually abused while plaintiff was still an infant; and in otherwise being careless, negligent and reckless.

164. That the aforesaid occurrences were caused or contributed to by the negligence, carelessness and recklessness and the willful, wanton, and grossly negligent conduct

of the defendants, THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, ST. LUCY'S - ST. PATRICK'S CHURCH and ST. PATRICKS ROMAN CATHOLIC CHURCH, BROOKLYN, their agents, servants and/or employees, in: selecting, hiring, contracting and retaining defendants, FRANK SHANNON and STEPHEN P. LYNCH, when it was known or should have been known to the defendants herein that defendants, FRANK SHANNON and STEPHEN P. LYNCH, was incompetent, not properly qualified and did not possess the requisite skills to execute his job functions; selecting, hiring, contracting and retaining defendants, FRANK SHANNON and STEPHEN P. LYNCH, when it was known or should have been known to the defendants herein that defendants, FRANK SHANNON and STEPHEN P. LYNCH, had complaints of sexual abuse of children made against him in the past; carelessly, negligently and recklessly ignoring and failing to investigate complaints of sexual abuse against defendants, FRANK SHANNON and STEPHEN P. LYNCH; continuing to retain defendants, FRANK SHANNON and STEPHEN P. LYNCH, when it was known or should have been known to the defendants herein that defendants, FRANK SHANNON and STEPHEN P. LYNCH, had complaints of sexual abuse of children made against him; selecting, hiring, contracting and retaining defendants, FRANK SHANNON and STEPHEN P. LYNCH, when it was known or should have been known to the defendants herein that he did not possess the requisite skills or qualifications for his job and was unfit to perform his duties; failing to properly and adequately supervise the conduct of defendants, FRANK SHANNON and STEPHEN P. LYNCH, when it was known or should have been known to the defendants herein that defendants, FRANK SHANNON and STEPHEN P. LYNCH, had complaints of sexual abuse of children made against him; failing to properly supervise defendants, FRANK SHANNON and STEPHEN P. LYNCH; carelessly and negligently supervising defendants, FRANK SHANNON and

STEPHEN P. LYNCH; failing to warn or advise the plaintiff, who was still an infant, his parents and others that defendants, FRANK SHANNON and STEPHEN P. LYNCH, had complaints of sexual abuse of children made against him; failing to make any inquiry into the background of defendants, FRANK SHANNON and STEPHEN P. LYNCH, before selecting, hiring, contracting and retaining him; failing to use reasonable care to correct and remove defendants, FRANK SHANNON and STEPHEN P. LYNCH, and negligently, carelessly and recklessly continuing to retain him when it was known or should have been known to the defendants herein that defendants, FRANK SHANNON and STEPHEN P. LYNCH, had prior complaints of sexual abuse of children made against him and was unfit and unqualified for the duties of his job and that continuing to retain him would be likely to result in injury to others, including the plaintiff while plaintiff was still an infant.

165. By reason of the forgoing, plaintiff, RANDY ACOSTA, sustained physical and psychological injuries, including but not limited to, severe emotional distress, humiliation, fright, dissociation, anger, depression, anxiety, family turmoil and loss of faith, a severe shock to his nervous system, certain internal injuries and has been caused to suffer physical pain and mental anguish, emotional and psychological damage as a result thereof, and, upon information and belief, some or all of these injuries are of a permanent and lasting nature; and plaintiff, RANDY ACOSTA, has and/or will become obligated to expend sums of money for medical expenses.

166. That by reason of the foregoing, defendants are liable to plaintiff for punitive and exemplary damages.

167. That the amount of damages sought exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

168. It is hereby alleged pursuant to CPLR 1603 that the foregoing cause of action is

exempt from the operation of CPLR 1601 by reason of one or more of the exemptions provided in CPLR 1602, including but not limited to, CPLR 1602(5), 1602(7) and 1602(11).

AS AND FOR A SECOND CAUSE OF ACTION

169. The plaintiff repeats, reiterates, and realleges each and every allegation contained in those paragraph of this complaint marked "1" through "169" inclusive, with the same force and effect as if fully set forth herein.

170. That at all times herein mentioned, plaintiff, EZEQUIEL ACOSTA, while still an infant, attended mass at St. Lucy's-St. Patrick's Church located at 285 Willoughby Avenue, Brooklyn, New York 11205.

171. That at some or all of the times herein mentioned, plaintiff, EZEQUIEL ACOSTA, while still an infant, attended after school programs at defendant, DOROTHY BENNETT MERCY CENTER, INC., located at 273 Willoughby Avenue, Brooklyn, New York 11205.

172. That at all times herein mentioned, defendant, ANGELO SERRANO, exploiting the trust and authority vested in him by defendants, began grooming plaintiff, EZEQUIEL ACOSTA, while plaintiff was still an infant, to gain the trust of and control over the infant as part of his plan to sexually molest and abuse him.

173. From approximately 2004 through 2009, defendant, ANGELO SERRANO, sexually abused and molested plaintiff, EZEQUIEL ACOSTA, while plaintiff was still an infant.

174. Defendants, their agents, servants and employees knew or should have known that defendant, ANGELO SERRANO, was sexually abusing plaintiff, EZEQUIEL ACOSTA.

175. Upon information and belief, defendants, their agents, servants and employees knew or should have known that the sexual abuse by defendant, ANGELO SERRANO, of

plaintiff, EZEQUIEL ACOSTA, while plaintiff was still an infant, was ongoing.

176. By reason of the forgoing, plaintiff, EZEQUIEL ACOSTA, sustained physical and psychological injuries, including but not limited to, severe emotional distress, humiliation, fright, dissociation, anger, depression, anxiety, family turmoil and loss of faith, a severe shock to his nervous system, certain internal injuries and has been caused to suffer physical pain and mental anguish, emotional and psychological damage as a result thereof, and, upon information and belief, some or all of these injuries are of a permanent and lasting nature; and plaintiff, EZEQUIEL ACOSTA, has and/or will become obligated to expend sums of money for medical expenses.

177. That by reason of the foregoing, defendants are liable to plaintiff for punitive and exemplary damages.

178. That the amount of damages sought exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

179. It is hereby alleged pursuant to CPLR 1603 that the foregoing cause of action is exempt from the operation of CPLR 1601 by reason of one or more of the exemptions provided in CPLR 1602, including but not limited to, CPLR 1602(5), 1602(7) and 1602(11).

AS AND FOR A THIRD CAUSE OF ACTION

180. The plaintiff repeats, reiterates, and realleges each and every allegation contained in those paragraph of this complaint marked "1" through "179" inclusive, with the same force and effect as if fully set forth herein.

181. That at all times herein mentioned, plaintiff, FABIAN ALMONTE, while still an infant, attended mass at St. Lucy's-St. Patrick's Church located at 285 Willoughby Avenue, Brooklyn, New York 11205.

182. That at some or all of the times herein mentioned, plaintiff, FABIAN ALMONTE, while still an infant, attended after school programs at defendant, DOROTHY BENNETT MERCY CENTER, INC., located at 273 Willoughby Avenue, Brooklyn, New York 11205.

183. That at all times herein mentioned, defendant, ANGELO SERRANO, exploiting the trust and authority vested in him by defendants, began grooming plaintiff, FABIAN ALMONTE, while plaintiff was still an infant, to gain the trust of and control over the infant as part of his plan to sexually molest and abuse him.

184. From approximately 2006 through 2008, defendant, ANGELO SERRANO, sexually abused and molested plaintiff, FABIAN ALMONTE, while plaintiff was still an infant.

185. Defendants, their agents, servants and employees knew or should have known that defendant, ANGELO SERRANO, was sexually abusing plaintiff, FABIAN ALMONTE.

186. Upon information and belief, defendants, their agents, servants and employees knew or should have known that the sexual abuse by defendant, ANGELO SERRANO, of plaintiff, FABIAN ALMONTE, while plaintiff was still an infant, was ongoing.

187. By reason of the forgoing, plaintiff, FABIAN ALMONTE, sustained physical and psychological injuries, including but not limited to, severe emotional distress, humiliation, fright, dissociation, anger, depression, anxiety, family turmoil and loss of faith, a severe shock to his nervous system, certain internal injuries and has been caused to suffer physical pain and mental anguish, emotional and psychological damage as a result thereof, and, upon information and belief, some or all of these injuries are of a permanent and lasting nature; and plaintiff, FABIAN ALMONTE, has and/or will become obligated to expend sums of money for medical expenses.

188. That by reason of the foregoing, defendants are liable to plaintiff for punitive and

exemplary damages.

189. That the amount of damages sought exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

190. It is hereby alleged pursuant to CPLR 1603 that the foregoing cause of action is exempt from the operation of CPLR 1601 by reason of one or more of the exemptions provided in CPLR 1602, including but not limited to, CPLR 1602(5), 1602(7) and 1602(11).

AS AND FOR A FOURTH CAUSE OF ACTION

191. The plaintiff repeats, reiterates, and realleges each and every allegation contained in those paragraph of this complaint marked "1" through "190" inclusive, with the same force and effect as if fully set forth herein.

192. That at all times herein mentioned, plaintiff, JULIO CERON-RUIZ, while still an infant, attended mass at St. Lucy's-St. Patrick's Church located at 285 Willoughby Avenue, Brooklyn, New York 11205.

193. That at some or all of the times herein mentioned, plaintiff, JULIO CERON-RUIZ, while still an infant, attended after school programs at defendant, DOROTHY BENNETT MERCY CENTER, INC., located at 273 Willoughby Avenue, Brooklyn, New York 11205.

194. That at all times herein mentioned, defendant, ANGELO SERRANO, exploiting the trust and authority vested in him by defendants, began grooming plaintiff, JULIO CERON-RUIZ, while plaintiff was still an infant, to gain the trust of and control over the infant as part of his plan to sexually molest and abuse him.

195. From approximately 1994 through 2000, defendant, ANGELO SERRANO, sexually abused and molested plaintiff, JULIO CERON-RUIZ, while plaintiff was still an infant.

196. Defendants, their agents, servants and employees knew or should have known that

defendant, ANGELO SERRANO, was sexually abusing plaintiff, JULIO CERON-RUIZ.

197. Upon information and belief, defendants, their agents, servants and employees knew or should have known that the sexual abuse by defendant, ANGELO SERRANO, of plaintiff, JULIO CERON-RUIZ, while plaintiff was still an infant, was ongoing.

198. By reason of the forgoing, plaintiff, JULIO CERON-RUIZ, sustained physical and psychological injuries, including but not limited to, severe emotional distress, humiliation, fright, dissociation, anger, depression, anxiety, family turmoil and loss of faith, a severe shock to his nervous system, certain internal injuries and has been caused to suffer physical pain and mental anguish, emotional and psychological damage as a result thereof, and, upon information and belief, some or all of these injuries are of a permanent and lasting nature; and plaintiff, JULIO CERON-RUIZ, has and/or will become obligated to expend sums of money for medical expenses.

199. That by reason of the foregoing, defendants are liable to plaintiff for punitive and exemplary damages.


200. That the amount of damages sought exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

201. It is hereby alleged pursuant to CPLR 1603 that the foregoing cause of action is exempt from the operation of CPLR 1601 by reason of one or more of the exemptions provided in CPLR 1602, including but not limited to, CPLR 1602(5), 1602(7) and 1602(11).

WHEREFORE, the plaintiffs demand judgment against the defendants, on the first, second, third and fourth causes of action, together with compensatory and punitive damages, and the interest, cost and disbursements pursuant to the causes of action herein.

Dated: New York, New York
November 26, 2019

Yours etc.,
GAIR, GAIR, CONASON, RUBINOWITZ, BLOOM,
HERSHENHORN, STEIGMAN & MACKAUF
Attorneys for Plaintiffs



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New York, New York 10005
(212) 943-1090

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

PETER J. SAGHIR, an attorney at law licensed to practice in the courts of the State of New York, states that affirmant is a partner with the firm of Gair, Gair, Conason, Rubinowitz, Hershenhorn, Bloom, Steigman & Mackauf, attorneys for the plaintiff in the within action; that affirmant has read the foregoing

VERIFIED COMPLAINT

and knows the contents thereof; and that the same is true to affirmant's own knowledge except as to those matters therein stated to be alleged on information and belief and that as to those matters, affirmant believes them to be true.

Affirmant further states that the reason this verification is made by affirmant and not by the plaintiff is that the plaintiff is not within the County wherein affirmant maintains his office.

The grounds of affirmant's belief are investigation and data in affirmant's possession and consultations had with the plaintiff.

The undersigned affirms that the foregoing statements are true under penalty of perjury.

Dated: New York, New York
November 26, 2019



PETER J. SAGHIR